

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:

PARENT ON BEHALF OF STUDENT,

v.

WILLIAM S. HART UNION HIGH
SCHOOL DISTRICT.

OAH CASE NO. 2012090390

ORDER GRANTING MOTION TO
DISMISS

On September 13, 2012, Student filed a Request for Due Process Hearing (complaint) with the Office of Administrative Hearings (OAH), naming the William S. Hart Union High School District (District). On September 18, 2012, the District filed a Motion to Dismiss, alleging that Student's first claim is precluded by the parties' prior settlement agreement and OAH does not have jurisdiction to hear Student's second claim. Student did not submit a response.

APPLICABLE LAW

The purpose of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1400 et. seq.) is to "ensure that all children with disabilities have available to them a free appropriate public education" (FAPE), and to protect the rights of those children and their parents. (20 U.S.C. § 1400(d)(1)(A), (B), and (C); see also Ed. Code, § 56000.) A party has the right to present a complaint "with respect to any matter relating to the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education to such child." (20 U.S.C. § 1415(b)(6); Ed. Code, § 56501, subd. (a) [party has a right to present a complaint regarding matters involving proposal or refusal to initiate or change the identification, assessment, or educational placement of a child; the provision of a FAPE to a child; the refusal of a parent or guardian to consent to an assessment of a child; or a disagreement between a parent or guardian and the public education agency as to the availability of a program appropriate for a child, including the question of financial responsibility].) The jurisdiction of OAH is limited to these matters. (*Wyner v. Manhattan Beach Unified Sch. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1029.)

Settlement agreements are interpreted using the same rules that apply to interpretation of contracts. (*Vaillette v. Fireman's Fund Ins. Co.* (1993) 18 Cal.App.4th 680, 686, citing *Adams v. Johns-Manville Corp.* (9th Cir. 1989) 876 F.2d 702, 704.) "Ordinarily, the words of the document are to be given their plain meaning and understood in their common sense;

the parties' expressed objective intent, not their unexpressed subjective intent, governs.” (Id. at p. 686.) If a contract is ambiguous, i.e., susceptible to more than one interpretation, then extrinsic evidence may be used to interpret it. (*Pacific Gas & Electric Co. v. G. W. Thomas Drayage & Rigging Co.* (1968) 69 Cal.2d 33, 37-40.) Even if a contract appears to be unambiguous on its face, a party may offer relevant extrinsic evidence to demonstrate that the contract contains a latent ambiguity; however, to demonstrate an ambiguity, the contract must be “reasonably susceptible” to the interpretation offered by the party introducing extrinsic evidence. (*Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384, 391, 393.)

DISCUSSION

In the present matter, the District contends that Issue 1 in Student’s complaint is barred by the parties’ March 7, 2012 Settlement Agreement in OAH Case No. 2012020847 (Settlement Agreement). Regarding Issue 2, the District asserts that OAH lacks jurisdiction over the issue of who the District is to contact in an emergency.

As to Issue 1, Student filed a substantially similar claim in his prior complaint that requested that OAH appoint a case manager due to alleged violations by the District regarding the September 16, 2011 individualized education program. Because the Settlement Agreement resolved all of Student’s special education claims that occurred on or before March 27, 2012, and Student had raised this claim in the prior action against the District, Issue 1 is barred by the Settlement Agreement and is therefore dismissed.

Regarding Issue 2, OAH lacks the jurisdiction to hear Student’s claim as to who the District shall contact in case of an emergency because the claim does not relate to the provision of special education services or the identification or assessment of a child may require special education services. Accordingly, Issue 2 is dismissed as a claim for which OAH lacks jurisdiction to adjudicate.

ORDER

The District’s Motion to Dismiss is granted. The matter is dismissed.

Dated: September 25, 2012

/s/

PETER PAUL CASTILLO
Administrative Law Judge
Office of Administrative Hearings